

KY-FD-CSFP-02
07-04

COMMODITY SUPPLEMENTAL FOOD PROGRAM AGENCY AGREEMENT FORM

This AGREEMENT, made and entered into as of the _____ day of _____ by and
between the _____

(First Party)

hereinafter referred to as the Local Agency (LA) and

(Second Party)

(Address of Second Party)

hereinafter referred to as the Local Distributing Agency (LDA),

Local Distributing Agency (LDA) agrees to and will comply with the following criteria of a recipient agency of the Commodity Supplemental Food Program (CSFP) of the Kentucky Department of Agriculture (KDA).

1. LDA must have a 501c (3) tax exempt status with the Internal Revenue Service (IRS) or be a 501c (3) equivalent (churches). To be valid, a copy of the IRS letter or a church qualifier letter must be attached to the signed agreement.
2. LDA or its employees agree not to sell, transfer, barter, exchange, or offer for sale the items provided by CSFP and KDA in exchange for money, property, or services, or otherwise allow the items to re-enter commercial channels.
3. LDA must submit all required reports to the LA in a timely fashion, in order for LA to comply with KDA reporting requirements. Failure to submit timely reports may be a basis for cancellation of this agreement.
4. LDA must have adequate storage space and refrigeration (if overnight storage of cheese is required) to ensure the wholesomeness of the food until is used and/or redistributed.
5. LDA must agree to monitoring by LA and KDA representatives.
6. LDA agrees to abide by all applicable administrative regulations, policies and procedures of the CSFP program as well as KDA and the United States Department of Agriculture (USDA) concerning the Commodity Supplemental Food Program and its operation.
7. LDA must maintain a copy of all transactions for three years, excluding the current year. These records must be available during normal business hours for review by agents of LA, KDA, and USDA, to inspect, audit, and copy. Any reports resulting from such inspections must not reveal the names of individuals.

8. LDA may not deny access to the CSFP program on the basis of race, creed, national origin, sex, sexual preference, age, or handicap assuming all requirements for participation are met.
9. LDA agrees to abide by all KDA and USDA policy guidelines and procedures for distribution of CSFP commodities.
10. LDA understands that violation of KDA and USDA policy guidelines and procedures may result in the termination of participation in CSFP distribution.
11. All instances of lost or unaccounted for commodities are to be recorded on a Donated Food Loss Report (KY-FD-25-FB) and submitted to the LA within five days of the discovery of the loss. Commodities may be lost through theft, damage, spoilage, infestation, improper distribution, sale or exchange, diversion to an improper use or similar causes.

PRINT/ TYPE OF LDA REPRESENTATIVE

SIGNATURE OF LDA REPRESENTATIVE

DATE

PRINT/ TYPE OF LA REPRESENTATIVE

SIGNATURE OF LA REPRESENTATIVE

DATE